

## REMARKS

Claim 9 is amended herein to correct a typographical error wherein the outward antenna assembly boundary was claimed to be unbonded to the tire when as will be appreciated it is the inward antenna assembly boundary, as presented earlier in lines 6 and 7 of the claim (reciting the boundary enclosed by the recess), that is the unbonded boundary relative to the tire. Claim 9 as presently amended is now consistent as to the references to the inner and outward antenna assembly boundaries. No new matter is presented as such a configuration is recited in the specification and shown in FIGS. 3 and 4. Correction of the mistyping an entry of the amendment is requested.

### 35 U.S.C. §112, first paragraph

Claims 9-13 have been rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. Applicant disagrees with the rejection and maintains claims 9-13 as amended are in full statutory compliance. There is no basis in the specification that the antenna must be claimed as “annular” for one skilled in the art to practice the invention claimed. The specification clearly recites at page 5, para. 15 that the “recess 66 is configured and dimensioned to receive antenna assembly 10 therein as shown in FIGS. 3, 4”. No recitation that the recess 66 must be annular form is presented. Nor would one skilled in the art fail to understand that the recess 66 configuration and dimension is derivative of the configuration and dimension of the antenna assembly 10. Use of “configuration and dimension” in its ordinary meaning would convey to one skilled in the art that the inventors at the time of the application contemplated a dimensional and configuration correlation between the recess and the antenna assembly 10 and nothing more. There is no question that the specification and description teach forming within a rigid core a core recess “complementarily configured” as originally presented in claim 9-13. Moreover, as presented

at page 5, para. 16 of the specification: “The recess 66 preferably extends in a circular path about the core 48, however, a non-circular or irregular path may also be employed“ (emphasis added). Clearly the invention as recited in the specification conveys to one skilled in the art that the recess, and hence the antenna assembly 10, may take a non-circular (i.e. non-annular) or irregular form. No new matter is therefore considered by amendment of claims 9-13 to recite an antenna assembly and recess that may have a non-circular or irregular form.

35 U.S.C. § 102(b)

Claims 9 through 13 have been rejected under 35 U.S.C. § 102(b) as being anticipated by Fritze (US 3,662,335). This rejection is respectfully traversed for the following reasons.

The courts have held that under 35 U.S.C. § 102 a “claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Herein, Fritze ‘335 does not disclose:

a tire having an antenna assembly having an inward peripheral boundary and an exposed outward peripheral boundary;

a tire having an antenna assembly in which an outward boundary of the antenna assembly is cross-bonded to the inner surface of the tire; and

a tire having an antenna assembly in which an outward antenna assembly boundary is unbonded to the tire and faces an inner cavity of the tire.

Thus, Fritze ’335 does not disclose each and every element and fails to anticipate the claimed invention.

The Examiner has in the subject Office Action acknowledged and admitted that Fritze discloses “an annular antenna assembly vulcanized to the *inside* (emphasis added by

Applicants) of the tire” and so it does. However, the Examiner overlooks the limitations in claim 9 as summarized above that state that one antenna assembly boundary is *unbonded* to the tire while facing the tire cavity while another boundary is cross-bonded to the *inner surface* of the tire. In order to determine whether Fritz anticipates the claims, therefore, it is essential to resolve the following issues:

1. Does Fritz disclose an antenna assembly and, if so, what are the inner and outer boundaries of such an assembly in Fritz.
2. Is an antenna assembly outward boundary in Fritz *cross-bonded to the inner surface* of the tire during a cure cycle as required by claim 9.
3. Is an antenna assembly inner boundary in Fritz *unbonded to the tire and facing an inner cavity* of the tire

Applicants submit that Fritz discloses an antenna assembly designated by numeral 20. However, as the Examiner admits, assembly 20 is vulcanized to the *inside* of a tire and that, as such, by definition the assembly 20 does not and cannot have an inner boundary that is unbonded to the tire and facing an inner cavity of the tire. Nor is the outward boundary of the Fritz assembly 20 (being within the tire as the Examiner notes) cross-bonded to an inner surface of a tire. The assembly 20 in Fritz, Applicants submit, is embedded within a lower wall of the tire and not affixed by cross-bonding to an inner surface the a tire.

The Examiner refers specifically to FIG. 2 of Fritze but has not identified what boundaries of the Fritze *antenna assembly 20* are being relied upon to meet the limitations of in inner and outer antenna assembly boundary recited in the rejected claims. Fritze states in Column 3, lines 45-49: “The components constituting the coupling element or the oscillator-antenna unit in these figures are in the form of one or more copper strands 20 extending about the circumference of the wheel in proximity to the rim outer edge and in parallelism to one

another". Thus, it is assembly 20 as defined in Fritz that must meet the limitations of pending and rejected claims.

The same antenna assembly 20 in Fritze is shown in FIGS. 2, 3, and 4 at different mounting locations. None of the locations, however, situate the assembly 20 such that an inner boundary of the assembly 20 is unbonded to the tire and faces an inner tire chamber. It is noted that the reference line to element 20 of Fritze in FIG. 2, on which the Examiner directly relies, extends through the inward surface of the tire, through the tire material surrounding the unit 20, and terminates on the embedded unit 20. Likewise, in FIG. 3 and 4 the reference line projects through the inner boundary of the rim to the embedded unit 20. The Examiner's characterization of Fritze element 20 as meeting the claim limitations is, accordingly, a mischaracterization for the Fritze element 20 does not have (and the Examiner has not identified) an outward boundary *cross-bonded to the inner surface* of the tire during a cure cycle as required by claim 9. Nor does the Fritze element 20 have (and the Examiner has not identified) an inner boundary *unbonded to the tire and facing an inner cavity* of the tire

The limitations discussed above are therefore not met by Fritze *in a tire as claimed* (emphasis added) and the rejection under 35 U.S. C. 102 is erroneous and unfounded.

As Fritze fails to anticipate the invention as recited in claims 9 through 13, it is respectfully requested that this rejection be withdrawn.

In light of this amendment, all of the claims now pending in the subject patent application are allowable. Thus, the Examiner is respectfully requested to allow all pending claims.

Respectfully submitted,



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